

General Terms and Conditions for purchase orders on monkind.com

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Terms and conditions in the context of contracts of sale on our webshop monkind.com between us, MONKIND Berlin Valeria Popov and Stewart Hill GbR, Crellestr. 3/4 10827 Berlin, legally represented by its partners Ms. Valeria Popov and Mr. Stewart Hill (Tel.: +49 (0) 30 817 26 803; E-Mail: info@monkind.com) – from hereon „we“, „us“ or „provider“ - and you as the customer – form hereon „you“ or „customer“.

§ 1 Scope and General Notes

- (1) Subject to individual agreements and agreements which take precedence over these terms, only the following terms and conditions apply to the business relationship for contracts of sale on our webshop between you and us. The terms and conditions apply equally for customers who are consumers, entrepreneurs or businessmen.
- (2) All agreements concluded between you and us in the context of the contract of sale arise exclusively from these terms and conditions, our written receipt E-Mail and our declaration of acceptance.
- (3) The German version of the terms and conditions at the time of the order shall apply in the event of any ambiguity about their content.
- (4) Conflicting terms and conditions of the customer specifically do not apply unless we agree to their validity in writing. This also applies if we do not disagree explicitly to the conflicting terms and conditions.

§ 2 Conclusion of contract

- (1) All presentations in our webshop are not a binding offer to conclude a contract. The presentations are merely a non-binding invitation to you as the customer to make an offer to buy.
- (2) The ordering process takes place as follows:
 - a. You can choose from our selection products and use the „add to cart“ button to gather them in a so called basket.
 - b. By clicking the button „Order and pay“ you emit a legally binding offer to purchase the goods in the basket. Before submitting the order, you can change the data any time. The order, however, can only be placed and received, if you have accepted the terms and conditions and acknowledged the right of withdrawal by placing a checkmark at the filed „I have read and agree to the website terms and conditions and have acknowledged the right of withdrawal“. You are bound to the offer for a period of two (2) weeks after submitting the order. The right of withdrawal for consumers, hereinafter § 13, will remain unaffected.

- c. We then immediately send you an automatic receipt e-mail, in which your order will appear again and you can print using the „Print“ function. The automatic acknowledgement of receipt only documents that we received your order. It does not constitute an acceptance of the application unless we declare the acceptance of your offer.
- d. The contract is not concluded until we accept your offer with a declaration of acceptance or with delivering the ordered goods to the address specified by you.
- e. If a product ordered by you is not available, for instance because the ordered goods are not in stock, we will refrain from issuing a declaration of acceptance. A contract is not concluded. In this case we will inform you immediately and the received consideration is to be reimbursed immediately.

§ 3 Subject of the contract, quality, delivery and availability of goods

- (1) The object of the contract are the goods which you have specified in preparing your order, as named in our receipt E-Mail and/or declaration of acceptance, at the end-user prices stated in our webshop. Errors and mistakes are reserved there, esp. with regard to the availability of goods.
- (2) The nature of the goods ordered arising from the products featured in the webshop. Pictures on the website may display products inaccurately; specifically, colors may differ due to technical reasons. Images are used only for reference and as illustrative material and may differ from the product. Technical data, weights, dimensions and specifications are specified as precisely as possible, but may have the usual deviations. The properties described here do not constitute defects in the products delivered by the supplier.
- (3) When on the date of your order there are no copies of the selected product available, we shall notify you about this immediately. If the product is permanently unavailable, we will refrain from issuing a declaration of acceptance. A contract is not concluded. In this case we will inform you immediately and the received consideration is to be reimbursed immediately.
- (4) If a product ordered by you is temporarily unavailable, we shall inform you immediately. For a delivery delay of more than two weeks you have the right to revoke the contract. In addition, we are also entitled to withdraw the contract in this case. In both cases the statutory right of rescission applies. We will refund any payments already made by you immediately.

§ 4 Reservation of property

Until full payment of the delivered goods has been received, the goods remain sole property of us.

§ 5 Conditions of sale and advance payment

- (1) Delivery (delivery to the shipping company) is made immediately after conclusion of contract according to § 2 (2) d. and receiving the payment, otherwise, immediately after the order confirmation is sent.
- (2) The order will be shipped by mail. If you request an insured shipping, this should be explicitly arranged with us in your order. The resulting additional costs are listed in the order form and are to be paid by you.

§ 6 Pricing and Shipping

- (1) All prices are listed on our website are inclusive of applicable VAT plus shipping costs. The appropriate shipping costs are listed on our website and the shipping costs shall be borne by you. The purchase price inclusive VAT and the shipping costs will be displayed in the order form on our website before you submit the order.
- (2) If you withdraw your order according to § 13, you can demand reimbursement of the paid shipping costs for delivery to your home under statutory law. If you selected a different shipping method than the standard shipping method and additional costs arise hereof, these additional costs will not be reimbursed by us. In the event you return only part of your original order, we will not reimburse you the shipping costs. In the event your order was applicable for free shipping and you return part of your order resulting in the remaining order falling under the free shipping boundary, we reserve the right to subtract the hypothetical shipping costs from your reimbursement (see also consequences of withdrawal, § 13).

§ 7 Terms of payment, compensation and retention

- (1) The payment of the purchase price and the shipping costs is payable immediately upon conclusion of the contract and due for payment within two (2) weeks after receipt of the invoice.
- (2) You may pay by PayPal, credit card or bank transfer. Possible costs of payment are to be paid by you. In case of reimbursements we will use the same payment method that you used for payment.
- (3) You agree that you receive invoices only in electronic form.
- (4) You may only offset counterclaims that are judicially established or undisputed. Exceptions to this are claims in connection with a permitted withdrawal according to § 13.
- (5) You can only assert the right of retention if your counterclaim is based on the same contract relation.

§ 8 Warranty for defects, warranty

- (1) We are liable for defects in accordance with the applicable statutory provisions, in particular §§ 434 ff. BGB (Bürgerliches Gesetzbuch – Civil Code of Germany). The period of limitation for statutory claims for defects is two (2) years and starts with the delivery of the goods at your home.
- (2) A guarantee in the goods delivered by us only exists if this was explicitly stated in the order confirmation to the respective article.

§ 9 Liability

- (1) We are liable for damages and compensation of wasted expenses for all cases of contractual and extra-contractual liability for intent and gross negligence, in accordance with statutory provisions.
- (2) Otherwise, we are liable only in case of breach of fundamental contractual obligations, the fulfillment of which allows the execution of the contract and on which the customer can rely (cardinal obligations), unless otherwise stipulated in (3). The liability is limited to the contract-typical and foreseeable damage. In all other cases we are not liable, unless otherwise stipulated in (3).
- (3) The above exclusions of and limitations on liability shall not apply in cases of damage claims arising from injury to life, body or health. The provisions of the Product Liability Act remain unaffected.
- (4) Section (1) – (3) also apply in favor of our legal representatives and such persons whom we use to perform our obligations (in German: Erfüllungsgehilfen), if claims are asserted directly against them.

§ 10 Copyright

We own the copyright to all pictures, films and texts which are published our webshop. The use of these pictures, films and texts is not allowed without our express written consent.

§ 11 Governing law and place of jurisdiction

- (1) Any contract between you and us falls under the law of the Federal Republic of Germany under exclusion of the UN Sales Convention. If you submitted your order as a consumer and your habitual residence is in a different country, mandatory legal provisions of that country shall not be affected of Sentence 1.
- (2) If you are a merchant, a corporate body under public law or a special fund under public law and your head office is in Germany, the place of jurisdiction for all disputes resulting from contractual relationships between you and us is the head office of our company (Berlin, Germany). Otherwise the legal provisions concerning local and international jurisdiction apply.

§ 12 Settlement of disputes and final provisions

- (1) The European Commission established an online portal for the online settlement of disputes. For more information visit <http://ec.europa.eu/consumers/odr>. We are not required and not willing to take part in this dispute settlement procedure.
- (2) The contract remains binding even where there is legal invalidity of individual terms.

§ 13 Right of withdrawal for consumers

- (1) If you are a consumer (i.e. an individual who enters into this contract for purposes that can be attributed neither to your commercial activities nor to your work as a self-employed person), you have the right of withdrawal in accordance to law.
- (2) In case of exercising your right of withdrawal, you have to bear the costs of return of the delivered goods. Please acknowledge that the goods have to be sent to Portugal to the address specified below.
- (3) In addition, the following regulations apply:

-returns policy-

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (MONKIND Berlin Valeria Popov und Stewart Hill GbR, Crellestr. 3/4. 10827 Berlin, Tel.: +49 (0) 30 817 26 803, E-Mail: info@monkind.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (if you selected a different shipping method than the standard shipping method and additional costs arise hereof, these additional costs will not be reimbursed by us; in the event you return only part of your original order, we will not reimburse you the shipping cost; in the event your order was applicable for free shipping and you return part of your order resulting in the remaining order falling under the free shipping boundary, we reserve the right to subtract shipping from your reimbursement), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same

means of payment you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such a reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. You shall send back the goods only to:

**MONKIND Returns
Crellestr. 3/4
10827 Berlin
Germany**

The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Model withdrawal form

Addressed to:

**MONKIND Berlin Valeria Popov und Stewart Hill GbR
Crellestr. 3/4
10827 Berlin, Germany
Email: info@monkind.com**

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),**
- Ordered on (*)/received on (*),**
- Name of consumer(s),**
- Address of consumer(s),**
- Signature of consumer(s) (only if this form is notified on paper),**
- Date**

(*) Delete as appropriate.

– End of Returns Policy –

- (4) This right does not hold for provision of goods produced to your specifications or which have been evidently made according to your requirements or which, by their nature, are not suitable to be returned.